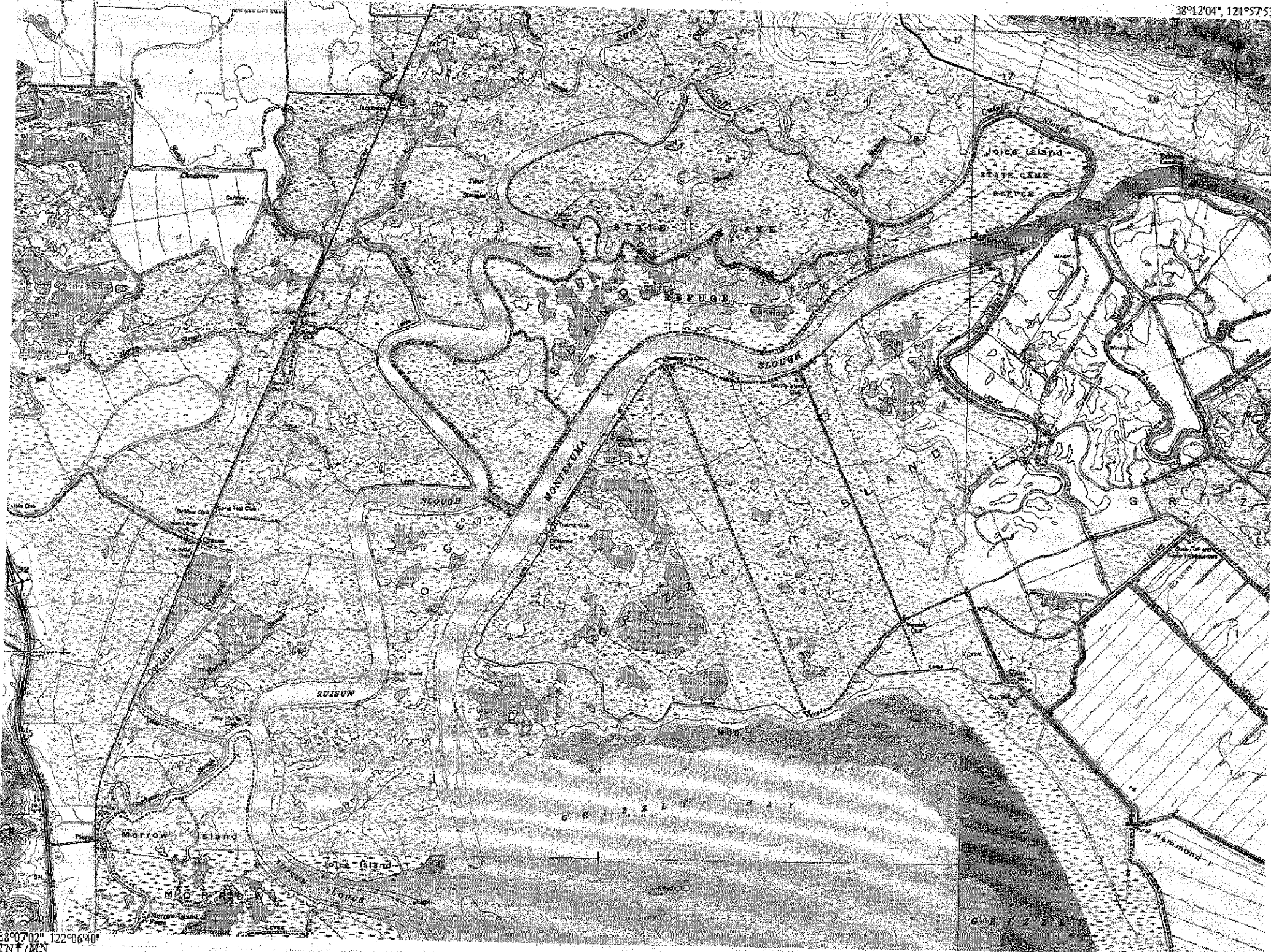
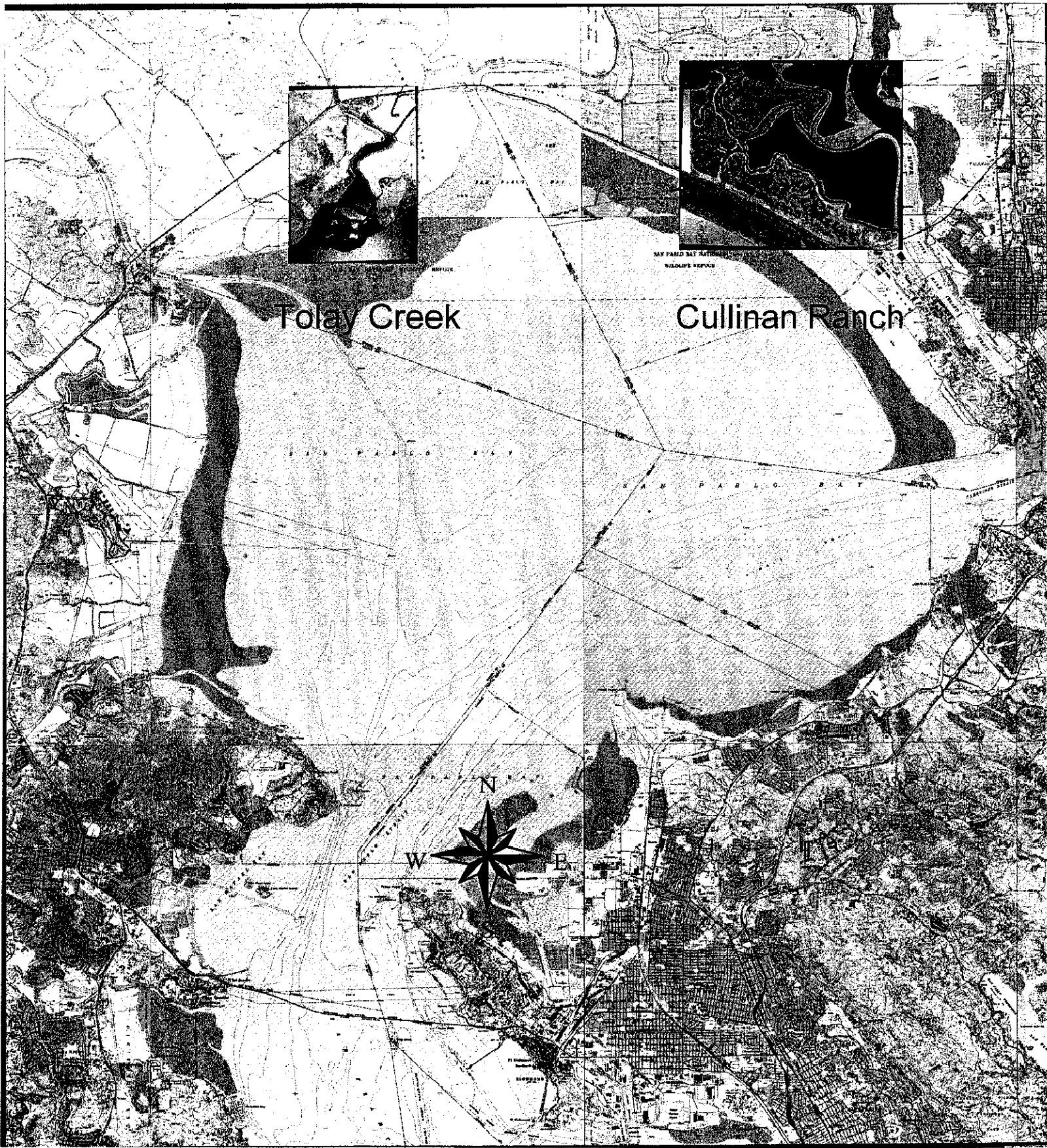


38°12'04", 121°57'53"



38°07'02" 122°06'40"
TN MN
154°

38°07'02", 121°57'53"



Tolay Creek

Cullinan Ranch



Agreement No. _____

Exhibit _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that 0 (enter value or "0" here) percent of the materials, goods and supplies offered or products used in the performance of this Agreement meets or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

STANDARD CLAUSES - CONTRACTS WITH THE UNITED STATES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract. This provision shall apply to the extent provided by federal laws, rules and regulations.

Claims Dispute Clause. Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

Nondiscrimination Clause. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: Vallejo

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest. Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Distribution List for Tolay Creek Restoration Plan and Environmental Assessment

Federal Agencies

U.S. Department of Agriculture, Natural Resources Conservation Service
U.S. Department of the Army, Corps of Engineers
U.S. Department of Commerce, National Marine Fisheries Service
U.S. Department of Interior, Regional Environmental Officer
U.S. Environmental Protection Agency, Wetlands and Coastal Planning
U.S. Fish and Wildlife Service, Ecological Services Division

State and Local Agencies

Association of Bay Area Governments
California Department of Fish and Game
California Department of Transportation
California Department of Water Resources
California State Coastal Conservancy
California State Lands Commission
California State Parks and Recreation Department
California State Water Resources Control Board, Water Quality and Water Rights
Marin-Sonoma Mosquito Abatement District
Regional Water Quality Control Board
San Francisco Bay Conservation and Development Commission
Sonoma Agricultural Preservation and Open Space District

[REDACTED]

[REDACTED]

Individuals and Other Groups

John Alves
Bill Bisso
William Bodeau
California Waterfowl Association
California Native Plant Society
Citizen's Committee to Complete the Refuge
Fred W. Dickson
Ned Dickson
Robert Dickson
Ducks Unlimited
Theodore Eliot, Jr.
Federated Coast Miwok
Gamma Development Corporation
Harvey Goldberg
Golden Gate Audubon Society
Greenbelt Alliance
Integrity in Natural Resources
Marin Audubon Society

- exchange for continued access of official vehicles
- Assist in oversight of levee construction

Shell Oil Spill Litigation Settlement Trustee Committee

- Provide \$190,000 in funds for construction and widening of tidal channels in the floodplain

Environmental Protection Agency

- Provide assistance in regulatory issues
- Provide assistance in developing monitoring and mitigation plan
- Provide \$45,000 in funds to complete project

Save San Francisco Bay Association

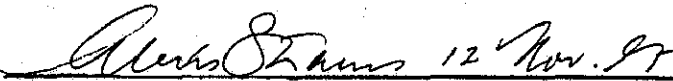
- Provide \$75,000 in funds for construction
- Provide assistance in public relations

SIGNATURES:



7/24/97

Wayne White, Acting Assistant Regional Director - CV/SFB Ecoregion
U.S. Fish and Wildlife Service

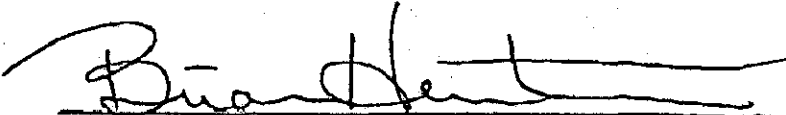


Alexis Strauss, Acting Director, Water Division
Environmental Protection Agency



11/1/97

Hank Wyman, Acting State Conservationist
Natural Resources Conservation Service



7/18/97

Jacqueline E. Schafer, Director
California Department of Fish and Game



8/26/97


Patricia Ward, President



8/5/97



7/18/97


J. Michael Hoehn, Manager
Vallejo Sanitation and Flood Control

7/29/97

Mar 11/04

8/4/97

Barry Nelson, Executive Director
Save San Francisco Bay Association

- Arrange for engineering design
- Submit Corps of Engineers permit for Tolay Creek construction
- Submit BCDC consistency determination for actions occurring on the Refuge
- Provide oversight during construction phase
- Complete National Environmental Policy Act compliance
- Gather information necessary to include parking lot in design
- Act as lead to coordinate monitoring throughout project
- Provide staff and logistical support plus \$230,000 funds for construction
- Participate in monitoring of the project

Natural Resources Conservation Service

- Provide technical assistance for planning the project
- Assist in field work related to project

San Joaquin River Water Conservation District

- Act as lead for mitigation portion of restoration project
- Write mitigation plan and monitoring plan for 53-acre mitigation site
- Submit paperwork required to amend Corps of Engineers levee permit for mitigation site
- Submit necessary paperwork to BCDC to satisfy mitigation permit requirements
- Apply for Caltrans encroachment permit for new levee and parking lot
- Take lead on placement of slope protection along Highway 37
- Take lead on field surveys required during construction phase
- Assist in directing funds
- Assist in compilation of Memorandum of Understanding
- Assist in securing funding to ensure levee integrity along Tolay Creek concurrent and consistent with the Tolay Creek restoration project

San Joaquin River Water Conservation District

- Assist with construction contracting
- Assist in directing funds to contractors
- Assist with construction oversight
- Construct sprite channels as needed
- Assist in monitoring

California Department of Fish and Game

- Acquire property for 53- acre mitigation site
- Review engineering design
- Conduct portions of mitigation monitoring
- Assist with construction oversight on new levee
- Assist with mitigation and monitoring plan
- Participate in monitoring of project

San Joaquin River Water Conservation District

- Sell 53.5 acres for mitigation restoration site
- Maintain and/or re-core levees on District property with \$50,000 in project funds in